

# BURST Policies and Procedures March 1, 2019

## Policy Overview and Ethics

BURST.USA.INC has developed the following guidelines, policies and procedures to provide the following benefits:

1. Establish company policy and define the relationship between the company and its Ambassadors.
2. Help each Ambassador understand how to develop and promote their BURST business in an ethical, safe, effective environment.
3. Provide an equal opportunity for all Ambassadors to build a successful BURST business.

These Policies and Procedures, in their present form and as amended from time to time at the sole discretion of BURST.USA.INC (“BURST or the company”) are incorporated into and form an integral part of, The BURST Ambassador Agreement. Throughout these Policies and Procedures, when the term “Agreement” is used, it collectively refers to The BURST Ambassador Agreement, these Policies and Procedures, and the BURST Ambassador Promotional Program. These Policies and Procedures and the Promotional Program are incorporated by reference into the BURST Ambassador Agreement. **It is the responsibility of each Ambassador to read, understand, and adhere to these Policies and Procedures as they are now and as they may be revised. It is the Ambassador’s responsibility to be aware of the most current version of these documents.**

BURST.USA.INC is a company that markets its products in part through its Ambassador Promotional Program. It is important that each Ambassador understands that their opportunity for success can be affected by the actions and integrity of all Ambassadors and that each Ambassador is required to comply with all of the terms and conditions set forth in this document as well as all federal, state, and local laws governing the operation of their business. As it is not possible in this document to anticipate and address every possible situation that might arise each Ambassador agrees to always conduct their actions with honesty, integrity and a concern for the best interest of their customers, their fellow BURST Ambassadors, and the Company.

Because federal, state and local laws as well as the business environment may change from time to time, BURST reserves the right to amend the Agreement and to adjust pricing and product offering at its sole and absolute discretion. Amendments shall not unreasonably apply retroactively to conduct that occurred prior to the effective date of the amendment. The Company shall notify BURST Ambassadors of any such amendments by any of the following: posting in the BURST Ambassador Facebook Group, e--mail, conference calls, company-sanctioned public meetings, or special mailings. Once notified a BURST Ambassador may accept or reject any amendments. If they elect to reject them, their Agreement will be cancelled and they will no longer be eligible to receive their weekly payouts. If after notice of amendments a BURST Ambassador continues to make recommendations, accept payments, or make invitations to new BURST Ambassadors, such actions shall be deemed acceptance of any amendments.

The Company never relinquishes its right to insist on strict compliance with the Agreement. Failure of BURST to exercise any right or power under the Agreement, or to insist upon strict compliance of any portion of the Agreement shall not constitute a waiver of its right at any time to insist on such compliance. Waiver of BURST's rights can be effected only in writing by one or more Company executives. BURST's waiver of any particular breach shall not impair or affect its rights in regard to any subsequent breach, nor shall it affect in any way its rights or obligations in relation to any breach by other BURST Ambassadors. The existence of any claim or cause of action of a BURST Ambassador against BURST.USA.INC. shall not constitute a defense to BURST's enforcement of any term or provision of the Agreement.

## **Who Can be a BURST Ambassador and Ethical Agreements**

An individual or a business entity may become a BURST Ambassador by complying with the following:

1. Be a minimum of eighteen years of age;
2. Have a valid Social Security or Federal Tax ID number;
3. Be a registered dental professional (assistant, hygienists, dentist, RDA, RDH, DDS, DMD, etc.) or actively in a school program to achieve that title.
4. Read and agree to adhere to the Policies and Procedures as set forth in the BURST Ambassador Agreement; and
5. Purchase an initial test brush and leave a review

BURST reserves the right to accept or reject any BURST Ambassador Agreement for any reason or for no reason.

Once a BURST Ambassador Application and Agreement has been accepted by BURST, the benefits of the payment plan are available to the new BURST Ambassador. These benefits include the right to:

1. Offer the BURST products at a discount to their patients
2. Participate in the BURST Ambassador Promotional Plan;
3. Receive periodic BURST Ambassador literature and other BURST communications;
4. Participate in BURST-sponsored support, service, training, motivational and recognition functions; and
5. Participate in promotional and incentive contests and programs sponsored by BURST for its BURST Ambassadors.

Each BURST Ambassador agrees to adhere to the following:

1. Conduct themselves and their business operations in a legal, moral, honest and ethical manner at all times.
2. Avoid actions that could result in conflict with other BURST Ambassadors or customers.
3. Honestly present the product and income opportunities.
4. Speak well of BURST and other BURST Ambassadors.
5. Conduct your business in such a way that strengthens the BURST brand and improves the opportunity for all BURST Ambassadors.

The term of the Agreement is one year from the date of its acceptance by BURST (subject to prior termination as provided herein). The Agreement shall thereafter automatically renew for successive one

year terms unless or until either party notifies the other party in writing that it does not wish to renew the Agreement.

BURST Ambassadors are independent contractors, not employees of the Company. BURST Ambassadors are not purchasing a Franchise or Business Opportunity. The Agreement between BURST.USA.INC and its BURST Ambassadors does not create an employer/employee relationship, agency, partnership or joint venture between the BURST Ambassador and the Company. A BURST Ambassador shall not be treated as an employee for federal, state or local tax purposes. Each BURST Ambassador is responsible for paying all applicable local, state and federal taxes due from all income earned as an BURST Ambassador of the Company as well as any sales tax, business license or any other taxes or fees required by any governing agency which has a lawful right to levy such taxes or fees. BURST Ambassadors have no authority (expressed or implied) to bind the Company to any obligation. Each BURST Ambassador shall establish his or her own goals, working hours and methods of sale, so long as he or she complies with the terms of the Agreement and all applicable laws.

BURST Ambassador recommendations should be done person to person from the BURST Ambassador to the consumer. One-time boutiques or trade shows are allowed with prior consent from Company, and in the case of multiple BURST Ambassadors wanting to participate in the same show every effort shall be made by the BURST Ambassadors to work together and share the costs and benefits of the show. Selling to contacts made through social media such as Facebook, Twitter, Instagram, Pinterest etc. is allowed, however your presence in those media must be in compliance with the Agreement (including these Policies and Procedures) and the BURST Branding Guidelines.

BURST Ambassadors agree that maintaining the perceived value of BURST products in the marketplace as well as providing as level a playing field as possible is beneficial for all BURST Ambassadors. **The Company insists that Ambassadors not advertise BURST products at prices more or less than the suggested retail prices afforded to BURST Ambassadors as established by BURST and published in official BURST materials.**

**All BURST Ambassadors shall safeguard and promote the good reputation of BURST and its products. The marketing and promotion of BURST, the BURST Ambassadors opportunity, and BURST products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.**

## **Use of Promotional Materials**

The Company has carefully designed its promotional materials to ensure that both the products and opportunity are promoted in a fair and truthful manner, that they are substantiated, and that the materials comply with the legal requirements of federal and state laws.

Accordingly, BURST Ambassadors may only advertise or promote their BURST business using [approved tools, templates or images acquired through BURST](#). No approval is necessary to use these approved tools in the manner they are intended. If a BURST Ambassador wishes to design his or her own online or offline marketing materials of any kind, the proposed designs must be submitted to BURST Ambassador Support at [compliance@burstoralcare.com](mailto:compliance@burstoralcare.com). BURST will then coordinate approvals and consideration and inclusion in the template/image library. Unless the BURST Ambassador receives specific written approval from BURST to use such tools/templates/images, the request shall be deemed denied.

## **BRANDING GUIDELINES:**

- BURST must be written in all caps, at all times and shouldn't be used in the possessive grammatical sense (i.e. "BURST's") – rather, it should appear as "the BURST difference" or "BURST is..."
- The BURST brand marque consists of two elements - the logotype and the 'Smile'. These elements can be used separately or together depending on the application. Use of the smiley must never appear upside down.
- BURST brand colors are identified below. Graphics, printed material, etc. should always feature BURST brand colors, and not vary from the stated palette:
  - Primary – Purple (HEX #690AE1)
  - Highlight – Mint Green (HEX #00FFE5)
  - Secondary – White (HEX # ffffff)
- BURST utilizes two types of fonts, which must be used when displaying BURST content in graphics, printed material, etc.:
  - Headline: LEAGUE GOTHIC (i.e. BURST, which must always be capitalized)
  - Supporting Copy: Quicksand

**Please note, both of these fonts are readily available and easily found on the free online photo editor and creation site [PicMonkey.com](https://www.picmonkey.com)**

BURST further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and BURST Ambassadors waive all claims for damages or remuneration arising from or relating to such rescission.

The content of all Company sponsored events is copyrighted material. BURST Ambassadors may not produce for sale or distribution any recorded Company events and speeches without written permission from BURST. Nor may BURST Ambassadors reproduce for sale or for personal use any recording of Company--produced audio or video tape presentations.

## **Representing Yourself as a BURST ambassador**

The name "BURST" and other names as may be adopted by BURST are proprietary trade names, trademarks and service marks of BURST (collectively "marks"). As such, these marks are of great value to BURST and are supplied to BURST Ambassadors for their use only in an expressly authorized manner. **BURST will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including BURST Ambassadors, in any unauthorized manner without its prior, written permission.**

**Except as specifically provided herein, BURST Ambassadors may not use the name "BURST" in an external website name, a personal website address or extension, in an e-mail address, as a personal name, or as a nickname. For permissible uses of the BURST name in email addresses and social media names/aliases, see below.**

- **NAME, BURST Ambassador, Title i.e. Jenny Jones, BURST Ambassador, RDH**

The use of BURST or BURST Oral Care or any variation therein on individual social media pages is NOT permitted (i.e. Jenny Jones, BURST Oral Care or BURST ORAL CARE, Jenny Jones).

A BURST Ambassador may list herself or himself as a “BURST Ambassador” in the white or yellow pages of the telephone directory, or with online directories, under her or his own name. BURST Ambassadors may not place telephone or online directory display ads using the BURST name or logo. BURST Ambassadors may not answer the telephone by saying “BURST,” “BURST.USA.INC,” or in any other manner that would lead the caller to believe that he or she has reached corporate offices of BURST. If a BURST Ambassador wishes to post his or her name in a telephone or online directory, it must be listed in the following format:

- **NAME, BURST Ambassador, Title i.e. Jenny Jones, BURST Ambassador, RDH**

BURST Ambassadors may register email addresses and social media names or aliases that include the BURST name only if the email address or social media name contains the term BURST Ambassador and is coupled with the BURST Ambassador’s first and last name. For example, a BURST Ambassador named Sally Smith could register the email address [SallySmithBURSTAmbassador@gmail.com](mailto:SallySmithBURSTAmbassador@gmail.com) . Similarly, she could set up a Facebook business page under facebook.com/SallySmithBURSTAmbassador .

## **Compliance with Federal Trade Commission Rules**

BURST Ambassadors agree that they will not send unsolicited emails OR text messages regarding BURST products or invitations to join the BURST Ambassador program unless such messages strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act. Any email sent by a BURST Ambassador that promotes BURST, the BURST Ambassador opportunity, or BURST products and services must comply with the following:

- Regarding emails, there must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt--out” notice).
- The email must include the BURST Ambassador’s physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt--out requests, whether received by email or regular mail, must be honored. If a BURST Ambassador receives an opt--out request from a recipient of an email, the BURST Ambassador must forward the opt--out request to the Company.

BURST may periodically send commercial emails on behalf of BURST Ambassadors. By entering into the BURST Ambassador Agreement, BURST Ambassador agrees that the Company may send such emails.

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. Although BURST does not consider BURST Ambassadors

to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

**Therefore, BURST Ambassadors must not engage in telemarketing in the operation of their BURST Ambassador businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a BURST product or service, or to recruit them for the BURST Ambassador opportunity. “Cold calls” made to prospective customers or prospective BURST Ambassadors that promote either BURST’s products or services or the BURST Ambassador opportunity constitute telemarketing and are prohibited.**

BURST Ambassadors shall not use automatic telephone dialing or texting systems or software relative to the operation of their BURST businesses. BURST Ambassadors shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the BURST products, services or opportunity.

## **Paid and Social Promotional**

When promoting BURST products and/or the BURST Ambassadors opportunity, BURST Ambassadors must use the sales aids, business tools and support materials produced by BURST as they are intended to be used.

**BURST shareables are intended for use on one’s own network, which we define as your own social media profiles (twitter, facebook, pinterest, instagram and the like) as well as video or written articles on dental-related content websites that one owns or to which one contributes.**

**BURST shareables are not intended to be repurposed or altered to appear in static landing pages whose sole intent is to convey a BURST coupon code, which includes but is not limited to websites, YouTube clips or any other placement that is not social media - unless prior approval from BURST compliance has been attained.**

**BURST Ambassadors may not embark on any paid advertising without prior written consent of the company.**

BURST Ambassadors may recommend in a variety of settings, including but not limited to person to person, in OP, and on social media. Selling through social media (Facebook, Twitter, Instagram, Pinterest, etc.) is permitted and encouraged, however your presence in those media must be in compliance with BURST branding guidelines.

BURST Ambassadors may place links or banner ads on independent websites (defined as a personal website that has pages dedicated to topics other than your BURST business) to that link to their BURST Ambassador URL. All such links and banner ads must be obtained from BURST. When using links or banner ads to direct traffic to your BURST Ambassador URL, it must be evident from a combination of the link or banner ad and the surrounding context that the link or banner ad will be resolving to your BURST URL. Attempts to mislead web traffic will not be allowed. The determination as to what is misleading will be at BURST’s sole discretion.

**Website landing pages, websites and YouTube clips and any other mediums that the BURST team sees as content spamming, with the sole content structure of BURST assets combined with a coupon code from an ambassador are prohibited.**

**Keyword stuffing with regards to BURST coupon codes on websites, including, but not limited to personal websites, Facebook, Twitter or YouTube pages is strictly prohibited.**

Banner ads and links may not be placed on websites that are not aligned with BURST's values or on websites for products that are competitive with BURST products. In no event may a BURST banner ad or link be placed on any website that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity; or
- Is in violation of any intellectual property rights of the Company or any third party.

**BURST Ambassadors shall not use or register "BURST" or any of BURST's trademarks, product names, or any derivative thereof, for any Internet domain name. If a BURST Ambassador registers an Internet domain name (URL) that contains any of BURST's trademarks or a derivative thereof, the BURST Ambassador agrees that she will immediately assign such registration to BURST upon demand and at no charge to BURST.**

**Additionally, a BURST Ambassador cannot use or register any domain name that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume that the website accessible through the URL is the property of BURST.**

**Sponsored links or pay--per--click ads (PPC) are unacceptable and strictly prohibited (this include AdWords ads and any similar platforms).**

**BURST Ambassadors that wish to promote their BURST business through Facebook boosted posts, Instagram boosted posts and any similar programs must first submit their campaign proposal to [compliance@burstoralcare.com](mailto:compliance@burstoralcare.com) with the proposed imagery, copy, headline, budget and targeting information. The campaign must be approved by BURST before the campaign can be deemed valid and therefore publishable by the ambassador.**

**BURST Ambassadors may not use online classifieds (including Craigslist, Facebook Marketplace, OfferUp, Let Go, etc.) to list, sell or retail BURST products (including but not limited to toothbrushes, whitening strips, discount codes, BURST accessories, etc.), nor may BURST Ambassadors enlist or knowingly allow a third party to sell BURST products on any online classifieds.**

**BURST's products and services may not be listed on eBay, online auctions, or buy/sell/trade pages, nor may BURST Ambassadors enlist or knowingly allow a third party to sell BURST products on eBay, online auctions, or buy/sell/trade pages.**

**BURST Ambassadors may not list or sell BURST products on any online retail store or ecommerce site or platform (including an e-commerce site created or operated by a BURST Ambassador) such as Amazon, AliBaba, eBay Stores, Mercari, Poshmark, etc. Nor may a BURST Ambassador enlist or knowingly allow a third party to sell BURST products on any online retail store or ecommerce site.**

**BURST Ambassadors may not sell BURST products in any brick and mortar retail settings, and may not participate in any school visits, vendor shows, or conventions without prior written consent of the Company.**

Spam Linking related to the BURST Ambassador opportunity or BURST products is prohibited. Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments that a BURST Ambassador makes on blogs, forums, guest books etc. must be unique, informative and relevant.

**BURST Ambassadors may upload, submit or publish BURST--related video, audio or photo content that they develop and create so long as it aligns with BURST values, contributes to the BURST community greater good and is in compliance with BURST's Policies and Procedures. All submissions must clearly identify the submitter as a BURST Ambassador in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that the submitter is solely responsible for this content. All content should refrain from making comparisons to other competing brands.**

BURST Ambassadors may not upload, submit or publish any content (video, audio, presentations or any computer files) received from BURST or captured at official BURST events or in buildings owned or operated by BURST without prior written permission.

In addition to meeting all other requirements specified in these Policies and Procedures, should a BURST Ambassador utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Instagram, or Pinterest, the BURST Ambassador agrees to each of the following:

- It is each BURST Ambassador's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.
- During the term of this Agreement as renewed and updated in accordance with the terms set forth herein, and for a period of 12 calendar months thereafter, a BURST Ambassador may not use any social media site on which they discuss or promote, or have discussed or promoted, the BURST business or BURST's products to directly or indirectly market a competitor.
- A BURST Ambassador may post or "pin" photographs of BURST products on a social media site; however, only photos that are provided by BURST, or photos that meet the following specific standards of presentation may be used in addition to any support text required by the post (i.e. status update, description, etc.):
  - Products must be properly lit with an uncluttered background.
  - Inclusive of brand personality guidelines:



- We take pride in being Fresh, Friendly, Confident, Witty, Honest, Informed, Approachable and Inclusive
  - Must be inclusive of approved brand messaging:
    - “Sonic oral care for everyone”
    - “Less cash removal. More plaque removal”
    - “Get cleaned up, not cleaned out”
    - “BURST into a smile”
    - “Plug me in and get ready to smile”
    - “Smile, you’re still looking good”
    - “Jaw dropping prices”
  - Include only BURST created logotypes or icons (i.e. the BURST logo or the “Smile”)
  - For use of the BURST “smile”, ensure that it never appears upside down
  - Text may be in one of four pre-approved colors: black, white, purple (HEX #690AE1) or mint green (HEX #00FFE5)
  - Feature approved fonts: League Gothic and/or Quicksand
  - We reserve the right to approve / disapprove any posting of BURST product.
- **BURST Ambassadors must always clearly and conspicuously disclose your connection to BURST in each of your communications about BURST (whether online or offline, and across all platforms and channels). For online sharing, BURST Ambassadors must always include the #BURSTAmbassador hashtag. If using additional hashtags, #BURSTAmbassador must be listed first.**
- Only make statements that reflect your honest beliefs, opinions, or experiences with BURST and its products and services.
- Have adequate substantiation for any claim (explicit or implied) in your communication; levels of required substantiation varies by claim. For example:
  - “My back teeth feel cleaner when I use my BURST toothbrush.” This requires this to be your truthful personal experience.
  - “My patients who use BURST have 10% fewer cavities.” This requires actual data that would show this to be an accurate statement.
- BURST messaging is simple, empowering, transparent and personal. BURST Pro’s agree to represent and maintain this brand value when acting in the capacity of a BURST Ambassador.

**BURST Ambassadors may not re-purpose, edit, or otherwise distribute BURST Oral Care advertisements or the content of any other BURST Ambassador on any online or offline channels (i.e. editing BURST ads or shareables to create video content) without prior written consent of the Company.**

**BURST Ambassadors may not comment or otherwise recommend BURST products on ANY competitor advertisements, BURST advertisements or BURST consumer facing posts/shares/etc., in any manner. Further, should a BURST ambassador engage in any comparative analysis, those claims must be**

truthful, factual and demonstrative of the intended use of the product (ie a video on toothbrushes has to be in regards to brushing teeth).

**FOR EXAMPLES:** Corn demonstrations are common in our community. When talking about the efficacy of the brush, **NO COMPARISON** can be made between the corn and the teeth (i.e. “The corn represent teeth”); rather, the Ambassador should focus on demonstrating the features of the brush (i.e.” I’m going to demonstrate how well the bristles work interproximally by cleaning this cob of corn covered in coffee grounds”). **NO COMPETITOR BRUSHES MAY BE USED IN ANY DEMONSTRATIONS OR COMPARISONS AGAINST A BURST BRUSH.**

**BURST Ambassadors may not direct message or otherwise privately contact anybody leaving comments, tweets, updates, on BURST or competitor advertisements.**

**BURST Ambassadors may not leave their code or referral link on any coupon code, discount or value based websites (i.e. Coupon Chief, Coupon Cabin, RetailMeKnot, etc.)**

If the BURST Ambassador’s BURST business is cancelled for any reason or if the BURST Ambassador becomes inactive, the BURST Ambassador must deactivate any associated business profile pages utilizing the BURST name.

If a BURST Ambassador starts a Facebook group for her team or for his or her area, the BURST Ambassador agrees that she will invite BURST to join that page to monitor activity.

Enrollment as a BURST Ambassador does not entitle you to any specific geographic territory for operating your business, nor is any BURST Ambassador, in good standing, restricted from operating in any geographic area of the United States. As there may be multiple BURST Ambassadors in a given area each BURST Ambassador agrees to work with the other BURST Ambassadors in their area in a fair and equitable manner in order to promote BURST and provide more opportunity for all. The Company may, at its sole discretion, limit the number of BURST Ambassadors in any given area but is not obligated to do so.

Unless a BURST Ambassador has received written authorization from BURST, BURST Ambassadors may not promote BURST products or sponsor other BURST Ambassadors in any country other than the United States or Canada. Unless a BURST Ambassador has received written authorization from BURST, BURST products or sales aids may not be shipped into or sold in any foreign country outside of the US and Canada.

**A BURST Ambassador must be in compliance with this Agreement to qualify for payment of their marketing fees. So long as a BURST Ambassador complies with the terms of the Agreement, BURST shall pay commissions to such BURST Ambassador weekly. Non-compliance with the rules set forth in this document may result in loss of payment for the offending period.**

There is no minimum amount for issuance of BURST payments.

Notwithstanding the foregoing, all compensation owed a BURST Ambassador, regardless of the amount accrued, will be paid upon the termination of a BURST Ambassador’s BURST Ambassador Agreement.

A BURST Ambassador is fully responsible for all of his or her verbal and written statements made regarding BURST products, BURST as a company or the BURST Ambassador program, not expressly contained in official BURST materials. This includes statements and representations made through all

sources of communication media, whether person--to--person, in meetings, online, through Social Media, in print, or any other means of communication. BURST Ambassadors agree to indemnify BURST and BURST's directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by BURST as a result of the BURST Ambassador's unauthorized representations or actions. This provision shall survive the termination of the BURST Ambassador Agreement.

To ensure timely delivery of products, support materials and commission and bonus payments it is critically important that BURST maintains accurate and current information on each BURST Ambassador. If a BURST Ambassador is planning to move, updated contact and shipping information should be sent to BURST at [hello@burstoralcare.com](mailto:hello@burstoralcare.com)

BURST Ambassadors shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home--based businesses. In most cases these ordinances are not applicable to BURST Ambassadors because of the nature of their business. However, BURST Ambassadors must obey those laws that do apply to them. If a city or county official tells a BURST Ambassador that an ordinance applies to him or her, the BURST Ambassador shall be polite and cooperative, and immediately send a copy of the ordinance to BURST.

BURST values constructive criticisms and comments from BURST Ambassadors. All such comments should be submitted in writing to the BURST Ambassador support team. While BURST welcomes constructive input, negative comments and remarks made in the field by BURST Ambassadors about the Company, its products, or other Ambassadors serve no purpose other than to sour the enthusiasm of other BURST Ambassadors. For this reason, and to set the proper example, BURST Ambassadors must not disparage, demean, or make negative remarks about BURST, other BURST Ambassadors, BURST's products, or BURST's directors, officers, or employees.

## **Reporting Income**

**Each BURST Ambassador is responsible for paying local, state and federal taxes on any income generated as a BURST Ambassador. If a BURST Ambassador's BURST business is tax exempt, the Federal tax identification number must be provided to BURST. Every year, BURST will provide an IRS Form 1099 MISC to all BURST Ambassadors who are required to receive based on earnings and/or purchases, as specified in the tax code as updated from time to time.**

BURST cannot provide BURST Ambassadors with any personal tax advice. BURST Ambassadors should consult with their own tax accountant, tax attorney, or other tax professional.

If a BURST Ambassador fails to provide BURST with a valid Social Security Number, Federal Tax ID Number, or IRS Form W--9 (if required), BURST will deduct the necessary back--up withholdings from the BURST Ambassador's payments as required by law.

BURST Ambassadors may participate in other direct selling or Network marketing ventures and may engage in selling non--BURST products and services if they choose to do so as long as they adhere to the following guidelines:

- BURST Ambassadors may not sell, offer to sell or promote any competing non--BURST products to any BURST Ambassador or BURST retail customers. Toothbrushes, whitening strips, and other

oral care products are deemed to be in the same generic categories as BURST products and are therefore competing products, regardless of differences in cost, quality or other distinguishing factors.

- During the term of this Agreement, BURST Ambassadors may not contact directly or through a third party any other BURST Ambassador with the intent to recruit or solicit their participation in any other Network Marketing, Direct Sales or MLM Companies.
- Following the cancellation of a BURST Ambassador's BURST Ambassador Agreement, and for a period of three (3) years thereafter, a former BURST Ambassador may not recruit or solicit any BURST Ambassador for another direct selling, MLM, or network marketing business.

BURST Ambassadors and the Company recognize that because of the unique marketing structure of the BURST Ambassador program, which is conducted through networks of independent contractors dispersed across the entire United States and Canada, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, BURST Ambassadors and BURST agree that this non-solicitation provision shall apply nationwide and to all international markets in which BURST Ambassadors are located. This provision shall survive the termination or expiration of the Agreement.

As used above, the terms recruit or solicit means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another BURST Ambassador to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

## **Confidentiality**

"Confidential Information" includes, but is not limited to, the identities of BURST Ambassadors, personal information and contact information of BURST Ambassadors, as well as any personal payment information. Confidential Information is, or may be available, to BURST Ambassadors in their respective app dashboards. BURST Ambassador access to such Confidential Information is password protected, is confidential, and constitutes proprietary information and business trade secrets belonging to BURST. Such Confidential Information is provided to BURST Ambassadors in strictest confidence and is made available to BURST Ambassadors for the sole purpose of assisting BURST Ambassadors in the development of their BURST business. BURST Ambassadors may not use any Confidential Information for any purpose other than for developing their independent BURST businesses. The BURST Ambassador and BURST agree that, but for this agreement of confidentiality and nondisclosure, BURST would not provide Confidential Information to the BURST Ambassador.

To protect the Confidential Information, a BURST Ambassador shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his or her BURST account or app dashboard.
- Use any Confidential Information to compete with BURST or for any purpose other than promoting his or her BURST business; or

- Recruit or solicit any BURST Ambassador, or in any manner attempt to influence or induce any BURST Ambassador to alter their business relationship with BURST.

The obligation of a BURST Ambassador to not disclose any Confidential Information shall survive cancellation or termination of the Agreement, and shall remain effective and binding irrespective of whether a BURST Ambassador's Agreement has been terminated, or whether the BURST Ambassador is or is not otherwise affiliated with the Company.

BURST makes assets available to its BURST Ambassadors, which are considered confidential and proprietary information that may be used solely and exclusively to promote the development of a BURST Ambassador's BURST business and to increase sales of BURST products. However, access to these assets is a privilege, and not a right. BURST reserves the right to deny BURST Ambassadors' access to the BURST Professionals app or backend dashboard at its sole discretion.

## **Violation of Agreement**

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an BURST Ambassador that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the BURST Ambassador's BURST business), may result, at BURST's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the BURST Ambassador to take immediate corrective measures;
- Deactivation of the BURST Ambassador's promotional code
- Loss of rights to one or more payments;
- BURST may withhold from a BURST Ambassador all or part of the BURST Ambassador's commissions during the period that BURST is investigating any conduct allegedly violative of the Agreement. If a BURST Ambassador's business is canceled for disciplinary reasons, the BURST Ambassador will not be entitled to recover any monies withheld during the investigation period;
- Suspension of the individual's BURST Ambassador Agreement for one or more pay periods;
- Involuntary termination of the offender's BURST Ambassador Agreement;
- Suspension and/or termination of the offending BURST Ambassador's BURST URL and promotional code and/or website access; or
- Any other measure expressly allowed within any provision of the Agreement or which BURST deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the BURST Ambassador's policy violation or contractual breach.

In situations deemed appropriate by BURST, the Company may institute legal proceedings for monetary and/or equitable relief.

**If any member of a BURST Ambassador's immediate household engages in any activity which, if performed by the BURST Ambassador, would violate any provision of the Agreement, such activity will be deemed a violation by the BURST Ambassador and BURST may take disciplinary action pursuant to these Policies and Procedures against the BURST Ambassador.** Similarly, if any individual associated in

any way with a corporation, partnership, LLC, trust or other entity as an owner, officer, shareholder, member, manager, or employee (an "Affiliate Party") violates the Agreement, such action(s) will be deemed a violation by the business entity, and BURST may take disciplinary action against the business entity. Each Affiliated Party of a business entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement.

So long as a BURST Ambassador remains active and complies with the terms of the BURST Ambassador Agreement and these Policies and Procedures, BURST shall pay commissions to such BURST Ambassador in accordance with the BURST Ambassador Commission Plan. A BURST Ambassador's commissions constitute the entire consideration for the BURST Ambassador's efforts in generating sales and all activities related to generating sales. Following a BURST Ambassador's non-renewal of his or her BURST Ambassador Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her BURST Ambassador Agreement (all of these methods are collectively referred to as "cancellation"), the former BURST Ambassador shall have no right, title, claim or interest to the clients to which he or she recommended to the organization.

## **Effects of Termination**

BURST has the sole right to cancel this agreement at any time for any reason.

Following a BURST Ambassador's cancellation of his or her BURST Ambassador Agreement, the former BURST Ambassador shall not hold himself or herself out as a BURST Ambassador and shall not have the right to purchase BURST products at discounted pricing. A BURST Ambassador whose BURST Ambassador Agreement is canceled shall receive bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the BURST Ambassador's last known address, email address, or fax number, or to his or her attorney, or when the BURST Ambassador receives actual notice of cancellation, whichever occurs first.

BURST reserves the right to terminate all BURST Ambassador Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via the BURST Ambassador program.

A participant in this program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal email address.